

1 Amy Lopez, Bar No. 335669
2 amylopez@jonesday.com
3 JONES DAY
4 3161 Michelson Drive, Suite 800
5 Irvine, California 92612.4408
6 Telephone: +1.949.851.3939
7 Facsimile: +1.949.553.7539

8 Attorneys for Defendant
9 EXPERIAN INFORMATION SOLUTIONS,
10 INC.

11

12 UNITED STATES DISTRICT COURT
13 EASTERN DISTRICT OF CALIFORNIA
14 SACRAMENTO DIVISION

15 ELEZEBETH PRENTICE,
16 Plaintiff,

17 v.

18 Experian Information Solutions, Inc.;
19 TransUnion, LLC; The Golden 1 Credit Union,
20 Defendants.

Case No. 2:23-cv-00025-TLN-KJN

Judge Troy L. Nunley

STIPULATED PROTECTIVE ORDER

Complaint filed: January 6, 2023

21 IT IS HEREBY STIPULATED by and between Plaintiff Elezebeth Prentice (“Plaintiff”)
22 and Defendants Experian Information Solutions, Inc. (“Experian”), The Golden 1 Credit Union
23 (“Golden 1”), and TransUnion, LLC (“TransUnion”) through their respective attorneys of record,
24 as follows:

25 WHEREAS, documents and information have been and may be sought, produced or
26 exhibited by and among the parties to this action relating to trade secrets, confidential research,
development, technology or other proprietary information belonging to the defendants, and/or
personal income, credit and other confidential information of Plaintiff.

27 THEREFORE, an Order of this Court protecting such confidential information shall be
28 and hereby is made by this Court on the following terms:

1 1. This Order shall govern the use, handling and disclosure of all documents,
2 testimony or information produced or given in this action which are designated to be subject to
3 this Order in accordance with the terms hereof.

4 2. Any party or non-party producing or filing documents or other materials in this
5 action (the “Producing Party”) may designate such materials and the information contained
6 therein subject to this Order by typing or stamping on the front of the document, or on the
7 portion(s) of the document for which confidential treatment is designated, “Confidential.”

8 3. If a Producing Party believes in good faith that, despite the provisions of this
9 Protective Order, there is a substantial risk of identifiable harm to the Producing Party if
10 particular documents it designates as “Confidential” are disclosed to all other parties or non-
11 parties to this action, the Producing Party may designate those particular documents as
12 “Confidential—Attorneys’ Eyes Only.”

13 4. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers
14 to be filed with the Court incorporate documents or information subject to this Order, the party
15 filing such papers shall designate such materials, or portions thereof, as “Confidential,” or
16 “Confidential—Attorneys’ Eyes Only” and shall file them with the clerk under seal; provided,
17 however, that a copy of such filing having the confidential information deleted therefrom may be
18 made part of the public record. Any party filing any document under seal must comply with the
19 requirements of the Civil Local Rules.

20 5. All documents, transcripts, or other materials subject to this Order, and all
21 information derived therefrom (including, but not limited to, all testimony given in a deposition,
22 declaration or otherwise, that refers, reflects or otherwise discusses any information designated
23 “Confidential” or “Confidential—Attorneys’ Eyes Only” hereunder), shall not be used, directly or
24 indirectly, by any person, including the other Defendants, for any business, commercial or
25 competitive purposes or for any purpose whatsoever other than solely for the preparation for and
26 trial of this action in accordance with the provisions of this Order.

27 6. Except with the prior written consent of the individual or entity designating a
28 document or portions of a document as “Confidential,” or pursuant to prior Order after notice, any

1 document, transcript or pleading given “Confidential” treatment under this Order, and any
2 information contained in or derived from any such materials (including but not limited to, all
3 deposition testimony that refers to, reflects or otherwise discusses any information designated
4 “Confidential” hereunder) may not be disclosed other than in accordance with this Order and may
5 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this
6 litigation; (c) counsel for the parties, whether retained outside counsel or in-house counsel and
7 employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact
8 witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need
9 to know such information; and (e) present or former employees of the Producing Party in
10 connection with their depositions in this action (provided that no former employees shall be
11 shown documents prepared after the date of his or her departure), and (f) experts specifically
12 retained as consultants or expert witnesses in connection with this litigation.

13 7. Except with the prior written consent of the individual or entity designating a
14 document or portions of a document as “Confidential—Attorneys’ Eyes Only,” or pursuant to
15 prior Order after notice, any document, transcript or pleading given “Confidential—Attorneys’
16 Eyes Only” treatment under this Order, and any information contained in or derived from any
17 such materials (including but not limited to, all deposition testimony that refers to, reflects or
18 otherwise discusses any information designated “Confidential—Attorneys’ Eyes Only”
19 hereunder) may not be disclosed other than in accordance with this Order and may not be
20 disclosed to any person other than: (a) a party’s retained outside counsel of record in this action,
21 as well as employees of said outside counsel to whom it is reasonably necessary to disclose the
22 information for this litigation and who have signed the “Declaration of Compliance” that is
23 attached hereto as Exhibit A; (b) experts specifically retained as consultants or expert witnesses in
24 connection with this litigation who have signed the “Declaration of Compliance” (Exhibit A);
25 (c) the Court and its personnel; (d) court reporters, their staffs, and professional vendors to whom
26 disclosure is reasonably necessary for this litigation and who have signed the “Declaration of
27 Compliance” (Exhibit A); and (e) the author of the document or the original source of the
28 information.

1 8. Documents produced pursuant to this Order shall not be made available to any
2 person designated in Subparagraph 6(f) unless he or she shall have first read this Order, agreed to
3 be bound by its terms, and signed the attached “Declaration of Compliance” (Exhibit A).

4 9. All persons receiving any or all documents produced pursuant to this Order shall
5 be advised of their confidential nature. All persons to whom confidential information and/or
6 documents are disclosed are hereby enjoined from disclosing same to any person except as
7 provided herein, and are further enjoined from using same except in the preparation for and trial
8 of the above-captioned action between the named parties thereto. No person receiving or
9 reviewing such confidential documents, information or transcript shall disseminate or disclose
10 them to any person other than those described above in Paragraph 6 and Paragraph 7 and for the
11 purposes specified, and in no event shall such person make any other use of such document or
12 transcript.

13 10. Nothing in this Order shall prevent a party from using at trial any information or
14 materials designated “Confidential” or “Confidential—Attorneys’ Eyes Only”.

15 11. This Order has been agreed to by the parties to facilitate discovery and the
16 production of relevant evidence in this action. Neither the entry of this Order, nor the designation
17 of any information, document, or the like as “Confidential,” or “Confidential—Attorneys’ Eyes
18 Only,” nor the failure to make such designation, shall constitute evidence with respect to any
19 issue in this action.

20 12. Within sixty (60) days after the final termination of this litigation, all documents,
21 transcripts, or other materials afforded confidential treatment pursuant to this Order, including
22 any extracts, summaries or compilations taken therefrom, but excluding any materials which in
23 the good faith judgment of counsel are work product materials, shall be returned to the Producing
24 Party.

25 13. In the event that any party to this litigation disagrees at any point in these
26 proceedings with any designation made under this Protective Order, the parties shall first try to
27 resolve such dispute in good faith on an informal basis in accordance with Civil Local Rules. If
28 the dispute cannot be resolved, the party objecting to the designation may seek appropriate relief

1 from this Court. During the pendency of any challenge to the designation of a document or
2 information, the designated document or information shall continue to be treated as
3 “Confidential” or “Confidential—Attorneys’ Eyes Only” subject to the provisions of this
4 Protective Order.

5 14. Nothing herein shall affect or restrict the rights of any party with respect to its own
6 documents or to the information obtained or developed independently of documents, transcripts
7 and materials afforded confidential treatment pursuant to this Order.

8 15. The Court retains the right to allow disclosure of any subject covered by this
9 stipulation or to modify this stipulation at any time in the interest of justice.

10

11 Dated: September 26, 2023

Respectfully submitted,

12

/s/ *Amy Lopez*

13

Amy Lopez
JONES DAY
3161 Michelson Drive, Suite 800
Irvine, CA 92612
Telephone: (949) 851-3939
Facsimile: (949) 553-7539
Email: amylopez@jonesday.com

14

15

16

17

*Attorneys for Defendant
Experian Information Solutions, Inc.*

18

19

20

21

22

23

24

25

26

27

28

Dated: September 26, 2023

Respectfully submitted,

/s/ *Joseph Angelo*

Joseph Angelo
GALE, ANGELO, JOHNSON & PATRICK, P.C.
1430 Blue Oaks Blvd., Suite 250
Roseville, CA 95747
Telephone: (916) 290-7778
Email: jangelo@gajplaw.com

*Attorneys for Plaintiff
Elezebeth Prentice*

1 Dated: September 26, 2023

Respectfully submitted,

2 */s/ Janlynn R. Fleener*

3 Janlynn R. Fleener
4 DOWNEY BRAND LLP
5 621 Capital Mall, 18th Floor
Sacramento, CA 95814
Telephone: (916) 444-1000
Facsimile: (916) 444-2100
Email: jfleener@downeybrand.com

6
7 *Attorneys for Defendant*
The Golden 1 Credit Union

8 Dated: September 26, 2023

Respectfully submitted,

9 */s/ Jason Roberts*

10 Jason Roberts
RESNICK & LOUIS, PC
800 N. Haven Avenue, Suite 430
Ontario, CA 91764
Telephone: (909) 458-0110
Email: jsroberts@rlattorneys.com

11
12 *Attorneys for Defendant*
TransUnion, LLC

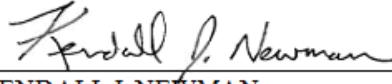
13
14 **ORDER**

15
16 The court has reviewed the parties' stipulated protective order. (See ECF No. 60.) The
17 stipulation comports with the relevant authorities and the court's applicable local rule. See L.R.
18 141.1. The court APPROVES the protective order, subject to the following clarification. Once an
19 action is closed, "the court will not retain jurisdiction over enforcement of the terms of any
protective order filed in that action." L.R. 141.1(f); see also, e.g., MD Helicopters, Inc. v.
20 Aerometals, Inc., 2017 WL 495778 (E.D. Cal., Feb. 03, 2017) (noting that courts in the district
21 generally do not retain jurisdiction for disputes concerning protective orders after closure of the
case). Thus, the court will not retain jurisdiction over this protective order once the case is closed.

22
23 Dated: September 26, 2023

24

25
26 pren.25


KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE

27

28

NAI-1538192366v1

1 EXHIBIT A

2 DECLARATION OF COMPLIANCE

3 I, _____, declare as follows:

4 1. My address is _____.

5 2. My present employer is _____.

6 3. My present occupation or job description is _____.

7 4. I have received a copy of the Stipulated Protective Order entered in this action on
8 _____, 20_____.

9 5. I have carefully read and understand the provisions of this Stipulated Protective
10 Order.

11 6. I will comply with all provisions of this Stipulated Protective Order.

12 7. I will hold in confidence, and will not disclose to anyone not qualified under the
13 Stipulated Protective Order, any information, documents or other materials produced subject to
14 this Stipulated Protective Order.

15 8. I will use such information, documents or other materials produced subject to this
16 Stipulated Protective Order only for purposes of this present action.

17 9. Upon termination of this action, or upon request, I will return and deliver all
18 information, documents or other materials produced subject to this Stipulated Protective Order,
19 and all documents or things which I have prepared relating to the information, documents or other
20 materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to
21 counsel for the party by whom I am employed or retained or from whom I received the
22 documents.

23 10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the
24 Stipulated Protective Order in this action.

25 I declare under penalty of perjury under the laws of the United States that the foregoing is
26 true and correct.

27

28

1 Executed this ____ day of _____, 20__, at _____.
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

QUALIFIED PERSON